

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (Manhattan)**

In re

GMAC Mortgage, LLC

Debtor.

Debtors Address:
1100 Virginia Drive
Fort Washington, PA. 19034

Debtor's Tax Id. No. 23-1694840

CONRAD P BURNETT

Plaintiff

v.

GMAC Mortgage, LLC

Defendant.

Chapter 11

Case No. 12-12032 (MG)

Adversary No.:

**COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT FOR:**

**1. FALSE PRETENSES, FALSE
REPRESENTATION; AND
ACTUAL FRAUD; AND**

**2. FALSE STATEMENT RESPECTING
FINANCIAL CONDITION**

CONRAD P BURNETT, plaintiff herein, alleges:

1. This is an adversary proceeding to determine dischargeability of a debt.
2. This adversary proceeding is brought in connection with Defendant's Case No. 12-12032 under Chapter 11 of Title 11 of the United States Code now pending in this court. This court has jurisdiction over this proceeding under Title 11 of the United States Code, Section 523(c) and Title 28 of the United States Code, Sections 157(b). This adversary proceeding is a "core proceeding" as provided in Title 11 of the United States Code, Section 157(b) (2) (I).
3. Defendant is a Corporation and seeks discharge herein under Title 11 of the United States Code, Section 1141.
4. Debtor/Defendant alleges to control a certain trust which operated under RALI 2006QS5 and managed by trustee Deutsche Bank Trust Company as Trustee and in concert with Susan Turner an employee of Debtor/Defendant GMAC Mortgage, LLC. At

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all material times from and after August 25, 2009, Defendant held in its possession 100% ownership of these shares of Residential Funding Company, LLC common stock, evidenced by certificate as a "Deed of Trust" MIN number 100317200060012004 in the name of Plaintiff. Plaintiff had endorsed the certificate to debtor/defendant as security for a loan from Defendant to Plaintiff with a final maturity date of 1/10/2036. Plaintiff's loan should have been paid in full on 8/25/2009, and thereafter discovered that Debtor/Defendant had sold the above-described shares, collected the proceeds, and willfully and maliciously converted those proceeds to its own use.

5. The debt of Defendant to Plaintiff for this conversion is nondischargeable under Section 523(a) (2) (A) of Title 11 of the United States Code.

6. Plaintiff is entitled to reasonable attorney's fees pursuant to the provisions of the note found upon Paragraph 11 of the "Deed of Trust" which states "in the event of the loss in the value of the property, the miscellaneous Proceeds shall be applied to the sums secured by this Security Agreement, whether or not then due, with the excess, if any, paid to borrower and therefore has incurred reasonable attorney's fees of \$30,000.00 in prosecuting this claim and other previous claims.

WHEREFORE, plaintiff prays:

1. That this court makes a determination that the indebtedness of Defendant to Plaintiff is nondischargeable;
2. That this court determines the remaining issues and render a judgment for Plaintiff for the amount of its debt;
3. For interest, attorney's fees, and costs; and
4. For such other and further relief as to the court seems proper.

Dated: November 6, 2012

Respectfully Submitted,



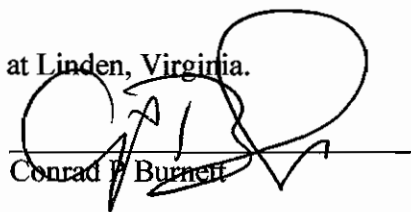
Conrad P Burnett
612 McIntosh Drive
Linden, VA. 22642

VERIFICATION

I Conrad P Burnett am the Plaintiff in the above entitled action. I have read the foregoing complaint. The facts stated therein are within my knowledge and are true and correct, except those matters stated on information and belief, and, as to those, I believe them to be true and correct.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 27th day of November, 2012, at Linden, Virginia.


Conrad P Burnett